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~~NOTICE OF CONFIDENTIALITY RIGHTS~~ ^{PGS 3} ^{\$24.00} IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SECOND AMENDMENT OF PAID UP OIL AND GAS LEASE

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Franciscan of Arlington, a/k/a Franciscan/Woodstream, LLC, a/k/a Franciscan/Cantamar, LLC, et al. ("Lessor") did execute and deliver unto David H. Arrington Oil and Gas, Inc., as Lessee, a Paid Up Oil and Gas Lease dated July 2, 2007, recorded as Instrument Number D207381872 of the Official Public Records of Tarrant County, Texas, as amended by that certain Amendment of Oil and Gas Lease and Ratification of Lease Terms dated June 10, 2010, recorded as Instrument Number D210141052 of the Official Public Records of Tarrant County, Texas (collectively referred to herein as the "Lease"), covering 20.054 acres of land, more or less, being more particularly described in the Lease;

Whereas, XTO Energy Inc. ("Lessee") has succeeded to the in and to the Lease formerly owned by David H. Arrington Oil and Gas, Inc.; and

WHEREAS, Lessor and Lessee desire to amend the pooling provision of the Lease in accordance with this instrument.

NOW, THEREFORE, for and in good consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby amend the Lease as follows:

Paragraph 15 on Exhibit "A" of the Lease is hereby deleted in its entirety and replaced with the following:

"15. Notwithstanding anything herein contained in the printed portion of this Lease to the contrary, in the event Lessee, its heirs or assigns, exercises its right to pool or unitize this Lease and the land covered hereby for gas with other lands and/or leases as provided in paragraph 6 contained in the printed form, all and not a part of the property covered by this Lease shall be included in one or more units. In other words, should any portion of this lease or lands covered hereby be included in a pooled unit or units, said pooling provisions shall be ineffective unless all of the land covered hereby is included in a pooled unit or units by the end of the primary term or continuous development period, which ever is later."

This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, personal representatives, and assigns.

Except as herein amended, the Lease is and remains unchanged and in full force and effect as originally written.

IN WITNESS WHEREOF, this instrument is executed this the 26 day of January, 2011, but shall be effective for all purposes as of the date of the Lease.

LESSOR:

Franciscan of Arlington
a/k/a Franciscan/Woodstream, LLC
a/k/a Franciscan/Cantamar, LLC, et al.

By: *Steven M. Berkson*
Name: Steven M. Berkson
Title: manager member

LESSEE:

XTO Energy Inc.

Edwin S. Ryan, Jr.
Edwin S. Ryan, Jr.
Senior Vice President - Land Administration

STATE OF _____

COUNTY OF _____

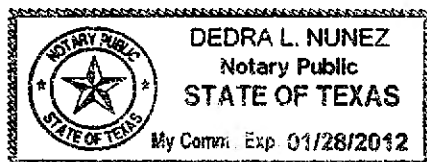
This instrument was acknowledged before me on this _____ day of _____, 2011, by _____ as _____ of Franciscan of Arlington, a/k/a Franciscan/Woodstream, LLC, a/k/a Franciscan/Cantamar, LLC, et al., on behalf of the company.

Notary Public, State of Texas

STATE OF TEXAS }

COUNTY OF TARRANT }

This instrument was acknowledged before me on this 31st day of Jan., 2011, by Edwin S. Ryan Jr., Senior Vice President - Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Debra L. Nunez
Notary Public, State of Texas

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

26th day of January, 2011, by
Date Month Year

(1) Steven M. Berkson,
Name of Signer

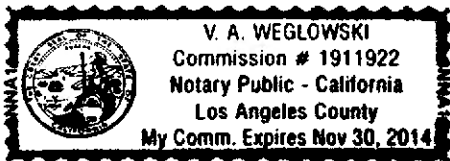
proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (.) (.)

(and

(2) N/A,
Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.)

Signature V. A. Weglowski
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove
 valuable to persons relying on the document and could prevent
 fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here